

SCHEDULING SERVICES CONTRACT

This Scheduling Services Contract (the “**Scheduling Contract**”) is entered into and effective as of June 11, 2019 (the “**Effective Date**”) by and between the City of Lakewood, an Ohio municipality (“**City**”) and Senior Transportation Connection, an Ohio nonprofit corporation (“**STC**”).

Recitals

A. The City and STC are parties to that certain Transportation Services Contract dated March 31, 2017, as amended on July 1, 2017 and further amended on December 20, 2018 (as amended, the “**Transportation Contract**”). Pursuant to the Transportation Contract, STC provides certain transportation services to the City’s residents.

B. In connection with the transportation services provided to the City’s residents under the Transportation Contract and to other cities’ residents under similar contracts, STC has developed expertise in scheduling and transportation logistics.

C. STC and Lyft, Inc. (“**Lyft**”) have entered into a General Services Agreement dated as of May 16, 2019 (the “**Lyft Contract**”). Pursuant to the Lyft Contract, STC has agreed to participate in Lyft’s Concierge Service and Lyft Codes programs and has been granted access to Lyft’s “Dashboard” portal through which STC can schedule rides for users, which transportation services are provided by authorized drivers using their own vehicles.

D. The City desires to engage STC to provide scheduling services to certain pre-selected City residents, whereby STC will schedule rides for such residents with Lyft drivers pursuant to the Lyft Contract. These scheduling services are in addition to the transportation services provided by STC under the Transportation Contract.

Terms and Conditions

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. **Scope of Scheduling Services.** The City will provide STC with a list of individual residents of the City who are eligible to receive rides scheduled by STC pursuant to the Lyft Contract. The selected individuals may not be eligible for transportation by STC pursuant to the Transportation Contract. For these eligible individuals, STC will provide scheduling and dispatch services, connecting those individuals with Lyft drivers through Lyft’s dashboard portal. The service area for these services is defined as the city of Lakewood and its incorporated and non-incorporated divisions including the adjacent cities in Cuyahoga County.

2. **Term.** Subject to the termination provisions contained herein, the term of this Scheduling Contract shall be for the period beginning June 11, 2019 and ending December 31, 2019.

Fees; Billing. \$5.00 per scheduled trip

The City reserves the option, exercisable by reasonable advance written notice to STC, of capping the quantity of reservations (whether in terms of number of rides or cost of rides) by its residents under this Scheduling Contract.

STC will bill the City on a monthly basis for the scheduling services described herein. The City will be electronically invoiced monthly to

City of Lakewood
Attn: Finance Director
Copy to: Human Services
12650 Detroit Avenue
Lakewood, Ohio 44107

or such other address as the City may specify in writing to STC. Fees for scheduling services shall be paid within 30 days from the first day following the first full calendar month of service. Any payment more than five days late shall include an additional late fee of \$25.00.

3. **Nature of Parties' Relationship.** STC shall provide the services required herein strictly under a contractual relationship with the City and is not, nor shall be, construed to be an agent or employee of the City. As an independent contractor, STC shall pay any and all applicable taxes required by law. In performing the scheduling services hereunder, STC shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. STC shall be responsible for all income tax, social security and Medicare taxes, Federal unemployment taxes, and any other withholdings from its employees' wages or salaries. STC shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. STC shall not be exclusively bound to the City and may provide service to other private and public entities.

4. **Scheduling.** As set forth above, only adult residents between 18 to 59 years who are pre-selected by the City will be eligible to schedule rides through STC under this Scheduling Contract. The City shall provide and maintain a list of eligible riders to STC. STC will process ride requests for eligible City residents through STC's local number 216-265-1486 or via fax at 216-265-2830. STC will field calls and provide scheduling services on Monday – Friday from 7:00 a.m. – 5:00 p.m. The STC holidays set forth in the Transportation Contract shall apply to this Scheduling Contract, and STC will not provide scheduling services on these dates. STC will schedule rides for eligible residents with Lyft drivers, but STC may be the alternate provider of service under extenuating circumstances. STC will maintain records for all trips scheduled, including the passenger's name the location of the passenger's pick-up point and drop-off point. These records will be available for the City's inspection at any time upon reasonable advance notice.

5. **Compliance with Rules and Regulations.** STC shall be in compliance with all applicable Ohio Department of Transportation and Federal Transit Administration rules and requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under this Scheduling Contract.

INSURANCE.

- A) **Vehicle Insurance.** The Contractor shall obtain and maintain during the term of this Contract liability insurance coverage in the amount of at least \$1,000,000/\$5,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date. The Contractor will name the City of Bedford as additionally insured.
- B) **General Liability Insurance.** Contractor shall obtain Comprehensive General Liability insurance in the amount of at least \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph, underwritten by a carrier acceptable to the Recipient (and having a most recent published rating by A.M. Best Company of "A" or better) indicating that the Recipient and any subcontractor or agent of the Contractor engaged in any work under this Contract are included as additional insured on said policy. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.
- C) Throughout the duration of this Scheduling Contract, STC shall comply with all of the insurance coverage obligations set forth in the Transportation Contract. SCT shall ensure that Lyft has the same insurance coverages at the same levels that STC is required to maintain with the City of Lakewood named as an additional insured.

6. **Indemnification.** To the fullest extent allowed under law: (a) STC shall indemnify, hold harmless and defend the City, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever resulting from arising out of, or in connection with STC's performance or nonperformance of services pursuant to this Scheduling Contract, whether said services are performed by STC, its agents, appointees or employees, or on behalf of STC by the City, its agents or employees, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities result from, arise out of, or is in connection with the actions or inactions of the City, its officers, agents, or employees, for the sole benefit of the City and unrelated to STC's performance or nonperformance of its services under this Scheduling Contract. **For the avoidance of doubt, the City and STC expressly acknowledge and agree that STC is not responsible for, and shall have no indemnification, hold harmless, or defense obligations to the City for, any acts or omissions of Lyft or any Lyft driver providing services to the City's residents pursuant to the Lyft Contract.** Indemnification shall obligate the indemnifying party to defend any and all claims and/or suits brought against the indemnified party which may result from the indemnifying party's performance or nonperformance of its services or obligations, as appropriate, pursuant to the Scheduling Contract, as stated herein. This article shall survive the termination of this Scheduling Contract.

7. **Records.** In addition to the recordkeeping requirements set forth in Section 5, the parties shall maintain such financial records and other records pertaining to this Scheduling Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three years after final payment. Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

8. **Termination.** Notwithstanding the provisions of Section 2 above, this Scheduling Agreement will terminate upon the occurrence of an event of default. If a Party fails in the performance of any of its obligations contained in this Scheduling Agreement, which failure shall continue uncured for a period of 30 days following written notice from the non-breaching Party, such failure shall constitute an event of default. Either Party may terminate this Scheduling Contract without cause upon 90 days' advance written notice to the other party. Furthermore, this Scheduling Contract shall be automatically terminated if the Lyft Contract is terminated. Upon termination for any reason, STC shall be entitled to payment, in accordance with the payment provisions set forth herein, for scheduling services rendered up to the termination date and the City shall have no other obligations to STC. STC shall be obligated to continue performance of scheduling services, in accordance with this Scheduling Contract, until the termination date and shall have no further obligation to perform services after the termination date. Finally, the City shall be entitled to a refund from STC on a pro rata basis of any advance payments made by the City to STC.

9. **Notices.** All notices required or permitted by this Scheduling Contract must be in writing and sent by certified or registered mail, postage prepaid, with return receipt required, or nationally recognized prepaid overnight mail service, addressed to the parties at their addresses set forth below, or such other address as the parties may designate by written notice from time to time delivered to the other party. All notices will be deemed received upon receipt or refusal.

If to the City: Antoinette Gelsomino
Director of Human Services
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

If to STC: Janice Dzigiel
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
Cleveland, Ohio 44135

10. **Governing Law.** This Scheduling Contract is governed by the laws of the State of Ohio other than those relating to conflicts of laws.

11. **Non-Waiver.** A party to this Scheduling Contract will not be bound by a waiver of any right or remedy that inures to the party's benefit under this Scheduling Contract unless the waiver is in a writing signed by the party. A failure by a party to enforce any right or seek any remedy for a breach of this Scheduling Contract by the other party does not constitute a waiver of the first party's right to enforce that right or seek that remedy with respect to that or any other breach. A waiver by a party of a breach of a provision of this Scheduling Contract is not a waiver of any subsequent breach.

12. **Integration and Amendment.** This Scheduling Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous discussions and agreements among them with respect to such subject matter.

This Scheduling Contract may not be amended except by a writing signed by the party against whom the amendment is to be enforced.

13. **Counterparts and Facsimiles.** This Scheduling Contract may be executed in separate counterparts with different parties signing different counterparts so long as each party signs at least one counterpart. A party's execution and delivery of this Scheduling Contract or any other agreement or instrument to be executed and delivered in connection herewith may be evidenced and effected by facsimile or other manner of electronic transmission.

14. **Successors and Assigns; Third Party Beneficiaries.** This Scheduling Contract is binding upon, and inures to the benefit of, the heirs, administrators, executors, successors and assigns of the parties hereto, as applicable. Except as provided in this Section 16, this Scheduling Contract does not confer any rights upon a person not a party to this Scheduling Contract.

[Signatures on following page.]

The parties have executed this Scheduling Contract on the dates set forth below their names below, effective as of the Effective Date.

CITY OF LAKEWOOD, OHIO

By: 
Michael P. Summers, Mayor

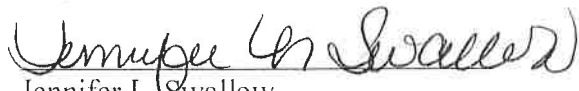
“City”

SENIOR TRANSPORTATION CONNECTION

By: 
Janice Dzigiell, Executive Director

“STC”

Approved as to form and correctness:


Jennifer L. Swallow
Chief Assistant Director of Law
City of Lakewood, Ohio